

CRAVATH, SWAIN & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID SOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE

ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. BENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLING
ROGER D. TURNER
PHILIP A. GELSTON
RORY O. MILLSON
NEIL P. WESTREICH
FRANCIS P. BARRON
RICHARD W. CLARY
WILLIAM P. ROGERS, JR.
JAMES D. COOPER

RECORDATION NO. 14871-F
FEB 10 1987 1-2 PM
Filed & Recorded

No. 7-041A013
Date FEB 10 1987
Fee \$ 10.00

ICC Washington, D. C.

TELEPHONE
212 422-3000

TELEX
RCA 233663
WUD 125547
WUI 620976
TRT 177149

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, LONDON E. C. 2
2 HONEY LANE, CHEAPSIDE
LONDON EC2V 6BT, ENGLAND
TELEPHONE: 1-606-1421
TELEX: 8814901
RAPIFAX/INFOTEC:
1-606-1425

10.00 filing fee

February 10, 1987

Amendment Agreement No. 2 Dated as of December 1, 1986
Amending Reconstruction and Conditional Sale Agreement
Filed under Recordation No. 14871 and
Lease of Railroad Equipment Filed
Under Recordation No. 14871-B

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Grand Trunk Western Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 2 dated as of December 1, 1986, among Grand Trunk Western Railroad Company, as Lessee or Builder or Seller, Grand Trunk Corporation, as Guarantor, Mercantile-Safe Deposit and Trust Company, as Agent, Whirlpool Leasing Services, Inc., as Vendee, and State Treasurer of the State of Michigan, Custodian of Michigan Retirement Systems, as Investor.

Amendment Agreement No. 2 amends a Reconstruction and Conditional Sale Agreement and Lease of Railroad Equipment each dated as of December 15, 1985, previously filed and recorded with the Interstate Commerce Commission on

*Thank this
will be under
14871-F*

*Concurrence
H. Rogers*

ICC OFFICE OF
THE SECRETARY
FEB 10 1 29 PM '87
MOTOR OPERATING

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December 30, 1985, at 12:20 p.m., Recordation No. 14871, and an Amendment Agreement No. 1 dated as of February 1, 1986, previously filed and recorded with the Interstate Commerce Commission on February 19, 1986, at 1:50 p.m., Recordation Number 14871-E.

The Amendment Agreement amends the Reconstruction and Conditional Sale Agreement and the Lease of Railroad Equipment to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the Participation Agreement was executed.

→ Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 14871-F.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich
Laurance V. Goodrich
as Agent for
Grand Trunk Western
Railroad Company

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

encls.

RECORDATION NO. 14871 Filed & Recorded
FEB 10 1987 1-2 5 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, No. 2 dated as of December 1, 1986 among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"); GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"); WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation (the "Vendee" or the "Lessor"); GRAND TRUNK CORPORATION, a Delaware corporation, (the "Guarantor"); and STATE TREASURER OF THE STATE OF MICHIGAN, CUSTODIAN OF MICHIGAN RETIREMENT SYSTEMS (with its successors and assigns, collectively the "Investors" and individually an "Investor").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of December 15, 1985, (the "Participation Agreement");

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of December 15, 1985 (the "RCSA");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of December 15, 1985 (the "Lease");

WHEREAS the Lessee and Lessor have entered into a Tax Indemnity Agreement dated as of December 15, 1985 (the "Tax Indemnity Agreement");

WHEREAS the RCSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on December 30, 1985 at 12:20 p.m., recordation number 14871, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 30, 1985, at 3:00 p.m.;

WHEREAS the parties hereto, other than the Guarantor and the Investor, have entered into an Amendment Agreement No. 1 dated as of February 1, 1986, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on February 19, 1986, at 1:50 p.m., recordation number 14871-2;

WHEREAS pursuant to Paragraph 16 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the RCSA and the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the Participation Agreement was executed;

WHEREAS pursuant to Paragraph (2) of the Tax Indemnity Agreement the Lessee indemnified the Lessor for an Indemnifiable Change in Law;

WHEREAS those variables affecting the Vendee's Original Return (as defined in the Participation Agreement) have now been determined; and

RECORDATION NO. _____
FEB 10 1987
INTERSTATE COMMERCE COMMISSION
FILED IN RECORD 1

NOW THEREFORE the parties hereto agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Clauses (b), (c) and (d) of the first paragraph of Paragraph 16 of the Participation Agreement is hereby amended to read as follows:

"(b) the Vendee's payments in respect of its obligations to pay the amounts specified in subparagraphs (i), (iii), (iv) and (vii) of Paragraph 11 hereof, will aggregate an amount equal to 2.354% of the total Purchase Price of the Equipment, (c) the yield (as reported by the Wall Street Journal) of the 11-1/2% U.S. Treasury Bonds due November 1995 (the "Bonds") weighted by the Closing Dates is 7.55% and (d) interest payable by the Vendee under the RCSA on July 2, 1986 and January 2, 1987, will be equal to \$53,667.16 and \$246,199.52, respectively."

3. Schedule I to the RCSA is hereby amended to read as set forth in Schedule I hereto.

4. Schedule B to the RCSA is hereby amended to read as set forth in Schedule B hereto.

5. The first paragraph of Section 2 of the Lease is hereby amended by deleting 5.3460% appearing in the sixth line of thereof and substituting 5.3792% therefor.

6. The first paragraph of Section 2 of the Lease is hereby further amended by deleting 6.5339% appearing in the ninth line thereof and substituting 6.5745% therefor.

7. Table 1 of Schedule B to the Lease is hereby amended to read as set forth in Table 1 hereto.

8. Table 2 of Schedule B to the Lease is hereby amended to read as set forth in Table 2 below.

9. Section 2 of the Tax Indemnity Agreement is hereby amended by deleting clause (b) of the third paragraph of Section 2 and redesignating clauses (c) through (f) as (b) through (e), respectively.

10. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

11. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49

U.S.C. Section 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

12. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

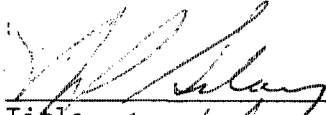
13. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

14. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. ~~It shall not be necessary that any counterpart be single instrument.~~ It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

[Corporate Seal]

Attest:



Title *Asst Secy*

[Corporate Seal]

Attest:

Title

[Corporate Seal]

Attest:

Title

[Seal]

GRAND TRUNK WESTERN RAILROAD COMPANY,

By *P. L. Intie*

Title *SUP Finan*

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent

By _____

Title _____

WHIRLPOOL LEASING SERVICES, INC.

By _____

Title _____

STATE TREASURER OF THE STATE OF
MICHIGAN, CUSTODIAN OF MICHIGAN
RETIREMENT SYSTEM

By _____

Title _____

STATE OF MICHIGAN,)
)
COUNTY OF OAKLAND,)

On this _____ day of January 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of WHIRLPOOL LEASING SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this _____ day of January 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of GRAND TRUNK CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

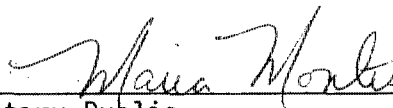
Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this 16th day of January 1987, before me personally appeared P.E. TATRO, to me personally known, who, being by me dully sworn, says that he is a SR.V.P. FINANCE of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Notary Public
MARIA MONTES
Notary Public, Wayne County, MI
My Commission Expires Dec. 3, 1989

[Notarial Seal]

My Commission Expires: 12/3/89

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,)

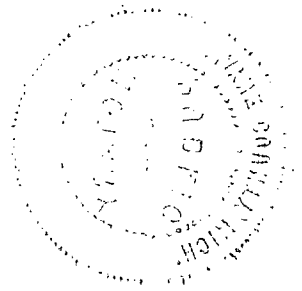
On this, _____ day of January 1987, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary

[Notarial Seal]

My Commission Expires: _____

RECEIVED
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535



SCHEDULE I

Allocation Schedule of Each \$1,000,000 of 10-5/8% CSA Indebtedness

<u>Date</u>	<u>Debt Service</u>	<u>Interest</u>	<u>Principal</u>	<u>Unpaid Principal</u>
7/2/86	*	*	\$ 0.00	\$1,000,000.00
1/2/87	*	*	\$ 0.00	\$1,000,000.00
7/2/87	\$ 76,187.77	\$ 53,125.00	\$ 23,062.77	\$ 976,937.23
1/2/88	\$ 76,187.77	\$ 51,899.79	\$ 24,287.98	\$ 952,649.25
7/2/88	\$ 76,187.77	\$ 50,609.49	\$ 25,578.28	\$ 927,070.97
1/2/89	\$ 76,187.77	\$ 49,250.65	\$ 26,937.12	\$ 900,133.85
7/2/89	\$ 76,187.77	\$ 47,819.61	\$ 28,368.16	\$ 871,765.69
1/2/90	\$ 76,187.77	\$ 46,312.55	\$ 29,875.22	\$ 841,890.47
7/2/90	\$ 76,187.77	\$ 44,725.43	\$ 31,462.34	\$ 810,428.13
1/2/91	\$ 76,187.77	\$ 43,053.99	\$ 33,133.78	\$ 777,294.35
7/2/91	\$ 76,187.77	\$ 41,293.76	\$ 34,894.01	\$ 742,400.34
1/2/92	\$ 76,187.77	\$ 39,440.02	\$ 36,747.75	\$ 705,652.59
7/2/92	\$ 76,187.77	\$ 37,487.79	\$ 38,699.98	\$ 666,952.61
1/2/93	\$ 93,117.29	\$ 35,431.86	\$ 57,685.43	\$ 609,267.18
7/2/93	\$ 93,117.29	\$ 32,367.32	\$ 60,749.97	\$ 548,517.21
1/2/94	\$ 93,117.29	\$ 29,139.98	\$ 63,977.31	\$ 484,539.90
7/2/94	\$ 93,117.29	\$ 25,741.18	\$ 67,376.11	\$ 417,163.79
1/2/95	\$ 93,117.29	\$ 22,161.83	\$ 70,955.46	\$ 346,208.33
7/2/95	\$ 93,117.29	\$ 18,392.32	\$ 74,724.97	\$ 271,483.36
1/2/96	\$ 93,117.29	\$ 14,422.55	\$ 78,694.74	\$ 192,788.62
7/2/96	\$ 93,117.29	\$ 10,241.90	\$ 82,875.39	\$ 109,913.23
1/2/97	\$ 93,117.29	\$ 5,839.14	\$ 87,278.15	\$ 22,635.08
7/2/97	\$ 23,837.57	\$ 1,202.49	\$ 22,635.08	\$ 0.00
	\$ 1,699,958.65	\$ 699,958.65	\$1,000,000.00	

AVERAGE LIFE IS 6.59 YEARS

* Interest only shall be payable to the extent accrued on these dates.

SCHEDULE B

SCHEDULE OF CLOSINGS

<u>Estimated Closing Dates</u>	<u>Hulk Purchase Price</u>	<u>Reconstruction Cost</u>	<u>Estimated Purchase Price of Equipment</u>
March 27, 1986	\$ 595,000	\$ 1,965,000	\$ 2,560,000
June 27, 1986	595,000	1,965,000	2,560,000
September 29, 1986	595,000	1,990,000	2,585,000
December 29, 1986	<u>595,000</u>	<u>1,965,000</u>	<u>2,560,000</u>
	\$2,380,000	\$ 7,885,000	\$10,265,000

TABLE 1

<u>Casualty Payment Date</u>	<u>Percentage</u>
2 Jan 1987	92.3549
2 Jul 1987	92.1068
2 Jan 1988	90.1781
2 Jul 1988	89.3575
2 Jan 1989	88.7426
2 Jul 1989	87.5450
2 Jan 1990	86.5450
2 Jul 1990	84.9511
2 Jan 1991	83.5435
2 Jul 1991	81.5664
2 Jan 1992	79.6869
2 Jul 1992	77.3134
2 Jan 1993	73.6537
2 Jul 1993	69.8363
2 Jan 1994	65.8668
2 Jul 1994	61.7342
2 Jan 1995	57.4388
2 Jul 1995	52.9678
2 Jan 1996	48.3218
2 Jul 1996	43.4866
2 Jan 1997	38.4632
2 Jul 1997	33.2354
2 Jan 1998	27.5000

TABLE 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of any investment tax credit. Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence before the Fifth Anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Prior to First Anniversary of Delivery and Acceptance	16.6667%
On or after the First Anniversary but prior to the Second Anniversary of Delivery and Acceptance	12.1212%
On or after the Second Anniversary but prior to the Third Anniversary of Delivery	9.0909%
On or after the Third Anniversary but prior to the Fourth Anniversary of Delivery and Acceptance	6.0606%
On or after the Fourth Anniversary but prior to the Fifth Anniversary of Delivery and Acceptance	3.0303%

AMENDMENT AGREEMENT, No. 2 dated as of December 1, 1986 among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"); GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"); WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation (the "Vendee" or the "Lessor"); GRAND TRUNK CORPORATION, a Delaware corporation, (the "Guarantor"); and STATE TREASURER OF THE STATE OF MICHIGAN, CUSTODIAN OF MICHIGAN RETIREMENT SYSTEMS (with its successors and assigns, collectively the "Investors" and individually an "Investor").


WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of December 15, 1985, (the "Participation Agreement");

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of December 15, 1985 (the "RCSA");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of December 15, 1985 (the "Lease");

WHEREAS the Lessee and Lessor have entered into a Tax Indemnity Agreement dated as of December 15, 1985 (the "Tax Indemnity Agreement");

WHEREAS the RCSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on December 30, 1985 at 12:20 p.m., recordation number 14871, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 30, 1985, at 3:00 p.m.;

WHEREAS the parties hereto, other than the Guarantor and the Investor, have entered into an Amendment Agreement No. 1 dated as of February 1, 1986, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on February 19, 1986, at 1:50 p.m., recordation number 14871-~~E~~; 

WHEREAS pursuant to Paragraph 16 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the RCSA and the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the Participation Agreement was executed;

WHEREAS pursuant to Paragraph (2) of the Tax Indemnity Agreement the Lessee indemnified the Lessor for an Indemnifiable Change in Law;

WHEREAS those variables affecting the Vendee's Original Return (as defined in the Participation Agreement) have now been determined; and

NOW THEREFORE the parties hereto agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Clauses (b), (c) and (d) of the first paragraph of Paragraph 16 of the Participation Agreement is hereby amended to read as follows:

"(b) the Vendee's payments in respect of its obligations to pay the amounts specified in subparagraphs (i), (iii), (iv) and (vii) of Paragraph 11 hereof, will aggregate an amount equal to 2.354% of the total Purchase Price of the Equipment, (c) the yield (as reported by the Wall Street Journal) of the 11-1/2% U.S. Treasury Bonds due November 1995 (the "Bonds") weighted by the Closing Dates is 7.55% and (d) interest payable by the Vendee under the RCSA on July 2, 1986 and January 2, 1987, will be equal to \$53,667.16 and \$246,199.52, respectively."

3. Schedule I to the RCSA is hereby amended to read as set forth in Schedule I hereto.

4. Schedule B to the RCSA is hereby amended to read as set forth in Schedule B hereto.

5. The first paragraph of Section 2 of the Lease is hereby amended by deleting 5.3460% appearing in the sixth line of thereof and substituting 5.3792% therefor.

6. The first paragraph of Section 2 of the Lease is hereby further amended by deleting 6.5339% appearing in the ninth line thereof and substituting 6.5745% therefor.

7. Table 1 of Schedule B to the Lease is hereby amended to read as set forth in Table 1 hereto.

8. Table 2 of Schedule B to the Lease is hereby amended to read as set forth in Table 2 below.

9. Section 2 of the Tax Indemnity Agreement is hereby amended by deleting clause (b) of the third paragraph of Section 2 and redesignating clauses (c) through (f) as (b) through (e), respectively.

10. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

11. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49

U.S.C. Section 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

12. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

13. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

14. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. ~~It shall not be necessary that any counterpart be single instrument.~~ It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

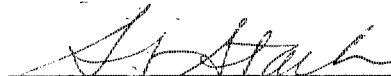
[Corporate Seal]

Attest:

Title

[Corporate Seal]

Attest:



Title CORPORATE TRUST OFFICER

[Corporate Seal]

Attest:

Title

[Seal]

GRAND TRUNK WESTERN RAILROAD COMPANY,

By _____

Title _____

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent

By  _____

Title VICE PRESIDENT

WHIRLPOOL LEASING SERVICES, INC.

By _____

Title _____

STATE TREASURER OF THE STATE OF
MICHIGAN, CUSTODIAN OF MICHIGAN
RETIREMENT SYSTEM

By _____

Title _____

STATE OF MICHIGAN,)
)
COUNTY OF OAKLAND,)

On this _____ day of January 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of WHIRLPOOL LEASING SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this _____ day of January 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of GRAND TRUNK CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this _____ day of January 1987, before me personally appeared _____, to me personally known, who, being by me dully sworn, says that he is a _____ of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

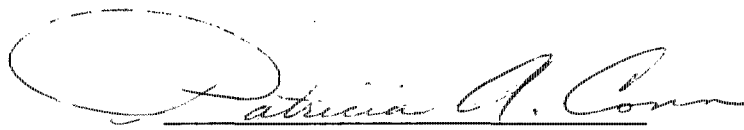
Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,)

On this, 12th day of January 1987, before me personally appeared R.E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is a VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Notary

[Notarial Seal]

My Commission Expires: 7/1/90

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of 10-5/8% CSA Indebtedness

<u>Date</u>	<u>Debt Service</u>	<u>Interest</u>	<u>Principal</u>	<u>Unpaid Principal</u>
7/2/86	*	*	\$ 0.00	\$1,000,000.00
1/2/87	*	*	\$ 0.00	\$1,000,000.00
7/2/87	\$ 76,187.77	\$ 53,125.00	\$ 23,062.77	\$ 976,937.23
1/2/88	\$ 76,187.77	\$ 51,899.79	\$ 24,287.98	\$ 952,649.25
7/2/88	\$ 76,187.77	\$ 50,609.49	\$ 25,578.28	\$ 927,070.97
1/2/89	\$ 76,187.77	\$ 49,250.65	\$ 26,937.12	\$ 900,133.85
7/2/89	\$ 76,187.77	\$ 47,819.61	\$ 28,368.16	\$ 871,765.69
1/2/90	\$ 76,187.77	\$ 46,312.55	\$ 29,875.22	\$ 841,890.47
7/2/90	\$ 76,187.77	\$ 44,725.43	\$ 31,462.34	\$ 810,428.13
1/2/91	\$ 76,187.77	\$ 43,053.99	\$ 33,133.78	\$ 777,294.35
7/2/91	\$ 76,187.77	\$ 41,293.76	\$ 34,894.01	\$ 742,400.34
1/2/92	\$ 76,187.77	\$ 39,440.02	\$ 36,747.75	\$ 705,652.59
7/2/92	\$ 76,187.77	\$ 37,487.79	\$ 38,699.98	\$ 666,952.61
1/2/93	\$ 93,117.29	\$ 35,431.86	\$ 57,685.43	\$ 609,267.18
7/2/93	\$ 93,117.29	\$ 32,367.32	\$ 60,749.97	\$ 548,517.21
1/2/94	\$ 93,117.29	\$ 29,139.98	\$ 63,977.31	\$ 484,539.90
7/2/94	\$ 93,117.29	\$ 25,741.18	\$ 67,376.11	\$ 417,163.79
1/2/95	\$ 93,117.29	\$ 22,161.83	\$ 70,955.46	\$ 346,208.33
7/2/95	\$ 93,117.29	\$ 18,392.32	\$ 74,724.97	\$ 271,483.36
1/2/96	\$ 93,117.29	\$ 14,422.55	\$ 78,694.74	\$ 192,788.62
7/2/96	\$ 93,117.29	\$ 10,241.90	\$ 82,875.39	\$ 109,913.23
1/2/97	\$ 93,117.29	\$ 5,839.14	\$ 87,278.15	\$ 22,635.08
7/2/97	\$ 23,837.57	\$ 1,202.49	\$ 22,635.08	\$ 0.00
	\$ 1,699,958.65	\$ 699,958.65	\$1,000,000.00	

AVERAGE LIFE IS 6.59 YEARS

* Interest only shall be payable to the extent accrued on these dates.

SCHEDULE B

SCHEDULE OF CLOSINGS

<u>Estimated Closing Dates</u>	<u>Hulk Purchase Price</u>	<u>Reconstruction Cost</u>	<u>Estimated Purchase Price of Equipment</u>
March 27, 1986	\$ 595,000	\$ 1,965,000	\$ 2,560,000
June 27, 1986	595,000	1,965,000	2,560,000
September 29, 1986	595,000	1,990,000	2,585,000
December 29, 1986	<u>595,000</u>	<u>1,965,000</u>	<u>2,560,000</u>
	\$2,380,000	\$ 7,885,000	\$10,265,000

TABLE 1

<u>Casualty Payment Date</u>	<u>Percentage</u>
2 Jan 1987	92.3549
2 Jul 1987	92.1068
2 Jan 1988	90.1781
2 Jul 1988	89.3575
2 Jan 1989	88.7426
2 Jul 1989	87.5450
2 Jan 1990	86.5450
2 Jul 1990	84.9511
2 Jan 1991	83.5435
2 Jul 1991	81.5664
2 Jan 1992	79.6869
2 Jul 1992	77.3134
2 Jan 1993	73.6537
2 Jul 1993	69.8363
2 Jan 1994	65.8668
2 Jul 1994	61.7342
2 Jan 1995	57.4388
2 Jul 1995	52.9678
2 Jan 1996	48.3218
2 Jul 1996	43.4866
2 Jan 1997	38.4632
2 Jul 1997	33.2354
2 Jan 1998	27.5000

TABLE 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of any investment tax credit. Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence before the Fifth Anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Prior to First Anniversary of Delivery and Acceptance	16.6667%
On or after the First Anniversary but prior to the Second Anniversary of Delivery and Acceptance	12.1212%
On or after the Second Anniversary but prior to the Third Anniversary of Delivery	9.0909%
On or after the Third Anniversary but prior to the Fourth Anniversary of Delivery and Acceptance	6.0606%
On or after the Fourth Anniversary but prior to the Fifth Anniversary of Delivery and Acceptance	3.0303%

AMENDMENT AGREEMENT, No. 2 dated as of December 1, 1986 among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"); GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"); WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation (the "Vendee" or the "Lessor"); GRAND TRUNK CORPORATION, a Delaware corporation, (the "Guarantor"); and STATE TREASURER OF THE STATE OF MICHIGAN, CUSTODIAN OF MICHIGAN RETIREMENT SYSTEMS (with its successors and assigns, collectively the "Investors" and individually an "Investor").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of December 15, 1985, (the "Participation Agreement");

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of December 15, 1985 (the "RCSA");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of December 15, 1985 (the "Lease");

WHEREAS the Lessee and Lessor have entered into a Tax Indemnity Agreement dated as of December 15, 1985 (the "Tax Indemnity Agreement");

WHEREAS the RCSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on December 30, 1985 at 12:20 p.m., recordation number 14871, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 30, 1985, at 3:00 p.m.;

WHEREAS the parties hereto, other than the Guarantor and the Investor, have entered into an Amendment Agreement No. 1 dated as of February 1, 1986, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on February 19, 1986, at 1:50 p.m., recordation number 14871-2;

WHEREAS pursuant to Paragraph 16 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the RCSA and the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the Participation Agreement was executed;

WHEREAS pursuant to Paragraph (2) of the Tax Indemnity Agreement the Lessee indemnified the Lessor for an Indemnifiable Change in Law;

WHEREAS those variables affecting the Vendee's Original Return (as defined in the Participation Agreement) have now been determined; and

NOW THEREFORE the parties hereto agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Clauses (b), (c) and (d) of the first paragraph of Paragraph 16 of the Participation Agreement is hereby amended to read as follows:

"(b) the Vendee's payments in respect of its obligations to pay the amounts specified in subparagraphs (i), (iii), (iv) and (vii) of Paragraph 11 hereof, will aggregate an amount equal to 2.354% of the total Purchase Price of the Equipment, (c) the yield (as reported by the Wall Street Journal) of the 11-1/2% U.S. Treasury Bonds due November 1995 (the "Bonds") weighted by the Closing Dates is 7.55% and (d) interest payable by the Vendee under the RCSA on July 2, 1986 and January 2, 1987, will be equal to \$53,667.16 and \$246,199.52, respectively."

3. Schedule I to the RCSA is hereby amended to read as set forth in Schedule I hereto.

4. Schedule B to the RCSA is hereby amended to read as set forth in Schedule B hereto.

5. The first paragraph of Section 2 of the Lease is hereby amended by deleting 5.3460% appearing in the sixth line of thereof and substituting 5.3792% therefor.

6. The first paragraph of Section 2 of the Lease is hereby further amended by deleting 6.5339% appearing in the ninth line thereof and substituting 6.5745% therefor.

7. Table 1 of Schedule B to the Lease is hereby amended to read as set forth in Table 1 hereto.

8. Table 2 of Schedule B to the Lease is hereby amended to read as set forth in Table 2 below.

9. Section 2 of the Tax Indemnity Agreement is hereby amended by deleting clause (b) of the third paragraph of Section 2 and redesignating clauses (c) through (f) as (b) through (e), respectively.

10. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

11. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49

U.S.C. Section 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

12. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

13. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

14. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. ~~It shall not be necessary that any counterpart be single instrument.~~ It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

[Corporate Seal]

Attest:

Title

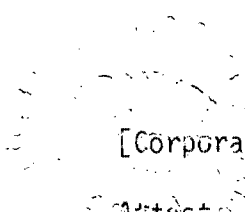
[Corporate Seal]

Attest:

Title

[Corporate Seal]

Attest:


Anthony S. Albano
Title Asst. Secretary

[Seal]

GRAND TRUNK WESTERN RAILROAD COMPANY,

By _____

Title _____

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent

By _____

Title _____

WHIRLPOOL LEASING SERVICES, INC.

By *Karl J. Jurek*

Title *Vice President*

STATE TREASURER OF THE STATE OF
MICHIGAN, CUSTODIAN OF MICHIGAN
RETIREMENT SYSTEM

By _____

Title _____



STATE OF MICHIGAN,)
)
COUNTY OF OAKLAND,)

Richard Zamoski On this 14th day of January 1987, before me personally appeared
he is a V.P. of WHIRLPOOL LEASING SERVICES, INC., that one of the seals
affixed to the foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on behalf of said
corporation, by authority of its Board of Directors, and he acknowledged that
the execution of the foregoing instrument was the free act and deed of said
Corporation.

[Notarial Seal]

My Commission Expires: 5-20-90

Joni L. Goodsmith
Notary Public

JONI L. GOODSMITH
Notary Public, Oakland County, MI
My Commission Expires May 20, 1990
Acting in Wayne County, MI

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

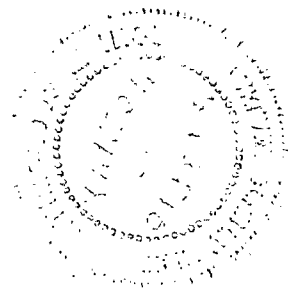
On this _____ day of January 1987, before me personally
appeared _____, to me personally known, who, being be me duly sworn,
says that he is a _____ of GRAND TRUNK CORPORATION, that one of the
seals affixed to the foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on behalf of said
corporation, by authority of its Board of Directors, and he acknowledged that
the execution of the foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637



STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this _____ day of January 1987, before me personally appeared _____, to me personally known, who, being by me dully sworn, says that he is a _____ of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,)

On this, _____ day of January 1987, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary

[Notarial Seal]

My Commission Expires: _____

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of 10-5/8% CSA Indebtedness

<u>Date</u>	<u>Debt Service</u>	<u>Interest</u>	<u>Principal</u>	<u>Unpaid Principal</u>
7/2/86	*	*	\$ 0.00	\$1,000,000.00
1/2/87	*	*	\$ 0.00	\$1,000,000.00
7/2/87	\$ 76,187.77	\$ 53,125.00	\$ 23,062.77	\$ 976,937.23
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AVERAGE LIFE IS 6.59 YEARS

* Interest only shall be payable to the extent accrued on these dates.

SCHEDULE B

SCHEDULE OF CLOSINGS

<u>Estimated Closing Dates</u>	<u>Hulk Purchase Price</u>	<u>Reconstruction Cost</u>	<u>Estimated Purchase Price of Equipment</u>
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	\$2,380,000	\$ 7,885,000	\$10,265,000

TABLE 1

<u>Casualty Payment Date</u>	<u>Percentage</u>
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2 Jan 1993	73.6537
2 Jul 1993	69.8363
2 Jan 1994	65.8668
2 Jul 1994	61.7342
2 Jan 1995	57.4388
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TABLE 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of any investment tax credit. Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence before the Fifth Anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

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On or after the Second Anniversary but prior to the Third Anniversary of Delivery	9.0909%
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AMENDMENT AGREEMENT, No. 2 dated as of December 1, 1986 among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"); GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"); WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation (the "Vendee" or the "Lessor"); GRAND TRUNK CORPORATION, a Delaware corporation, (the "Guarantor"); and STATE TREASURER OF THE STATE OF MICHIGAN, CUSTODIAN OF MICHIGAN RETIREMENT SYSTEMS (with its successors and assigns, collectively the "Investors" and individually an "Investor").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of December 15, 1985, (the "Participation Agreement");

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of December 15, 1985 (the "RCSA");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of December 15, 1985 (the "Lease");

WHEREAS the Lessee and Lessor have entered into a Tax Indemnity Agreement dated as of December 15, 1985 (the "Tax Indemnity Agreement");

WHEREAS the RCSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on December 30, 1985 at 12:20 p.m., recordation number 14871, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 30, 1985, at 3:00 p.m.;

WHEREAS the parties hereto, other than the Guarantor and the Investor, have entered into an Amendment Agreement No. 1 dated as of February 1, 1986, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on February 19, 1986, at 1:50 p.m., recordation number 14871-~~E~~;

WHEREAS pursuant to Paragraph 16 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the RCSA and the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the Participation Agreement was executed;

WHEREAS pursuant to Paragraph (2) of the Tax Indemnity Agreement the Lessee indemnified the Lessor for an Indemnifiable Change in Law;

WHEREAS those variables affecting the Vendee's Original Return (as defined in the Participation Agreement) have now been determined; and

NOW THEREFORE the parties hereto agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Clauses (b), (c) and (d) of the first paragraph of Paragraph 16 of the Participation Agreement is hereby amended to read as follows:

"(b) the Vendee's payments in respect of its obligations to pay the amounts specified in subparagraphs (i), (iii), (iv) and (vii) of Paragraph 11 hereof, will aggregate an amount equal to 2.354% of the total Purchase Price of the Equipment, (c) the yield (as reported by the Wall Street Journal) of the 11-1/2% U.S. Treasury Bonds due November 1995 (the "Bonds") weighted by the Closing Dates is 7.55% and (d) interest payable by the Vendee under the RCSA on July 2, 1986 and January 2, 1987, will be equal to \$53,667.16 and \$246,199.52, respectively."

3. Schedule I to the RCSA is hereby amended to read as set forth in Schedule I hereto.

4. Schedule B to the RCSA is hereby amended to read as set forth in Schedule B hereto.

5. The first paragraph of Section 2 of the Lease is hereby amended by deleting 5.3460% appearing in the sixth line of thereof and substituting 5.3792% therefor.

6. The first paragraph of Section 2 of the Lease is hereby further amended by deleting 6.5339% appearing in the ninth line thereof and substituting 6.5745% therefor.

7. Table 1 of Schedule B to the Lease is hereby amended to read as set forth in Table 1 hereto.

8. Table 2 of Schedule B to the Lease is hereby amended to read as set forth in Table 2 below.

9. Section 2 of the Tax Indemnity Agreement is hereby amended by deleting clause (b) of the third paragraph of Section 2 and redesignating clauses (c) through (f) as (b) through (e), respectively.

10. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

11. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49

U.S.C. Section 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

12. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

13. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

14. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. ~~It shall not be necessary that any counterpart be single instrument.~~ It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

[Corporate Seal]

Attest:

Title

[Corporate Seal]

Attest:

Title

[Corporate Seal]

Attest:

Title

[Seal]

GRAND TRUNK WESTERN RAILROAD COMPANY,

By _____

Title _____

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent

By _____

Title _____

WHIRLPOOL LEASING SERVICES, INC.

By _____

Title _____

STATE TREASURER OF THE STATE OF
MICHIGAN, CUSTODIAN OF MICHIGAN
RETIREMENT SYSTEM

By Barry L. Stevens

Barry L. Stevens, Asst. Dir.
Bureau of Investments
Title _____

STATE OF MICHIGAN,)
)
COUNTY OF OAKLAND,)

On this _____ day of January 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of WHIRLPOOL LEASING SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this _____ day of January 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of GRAND TRUNK CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this _____ day of January 1987, before me personally appeared _____, to me personally known, who, being by me dully sworn, says that he is a _____ of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,)

On this, _____ day of January 1987, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary

[Notarial Seal]

My Commission Expires: _____

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of 10-5/8% CSA Indebtedness

<u>Date</u>	<u>Debt Service</u>	<u>Interest</u>	<u>Principal</u>	<u>Unpaid Principal</u>
7/2/86	*	*	\$ 0.00	\$1,000,000.00
1/2/87	*	*	\$ 0.00	\$1,000,000.00
7/2/87	\$ 76,187.77	\$ 53,125.00	\$ 23,062.77	\$ 976,937.23
1/2/88	\$ 76,187.77	\$ 51,899.79	\$ 24,287.98	\$ 952,649.25
7/2/88	\$ 76,187.77	\$ 50,609.49	\$ 25,578.28	\$ 927,070.97
1/2/89	\$ 76,187.77	\$ 49,250.65	\$ 26,937.12	\$ 900,133.85
7/2/89	\$ 76,187.77	\$ 47,819.61	\$ 28,368.16	\$ 871,765.69
1/2/90	\$ 76,187.77	\$ 46,312.55	\$ 29,875.22	\$ 841,890.47
7/2/90	\$ 76,187.77	\$ 44,725.43	\$ 31,462.34	\$ 810,428.13
1/2/91	\$ 76,187.77	\$ 43,053.99	\$ 33,133.78	\$ 777,294.35
7/2/91	\$ 76,187.77	\$ 41,293.76	\$ 34,894.01	\$ 742,400.34
1/2/92	\$ 76,187.77	\$ 39,440.02	\$ 36,747.75	\$ 705,652.59
7/2/92	\$ 76,187.77	\$ 37,487.79	\$ 38,699.98	\$ 666,952.61
1/2/93	\$ 93,117.29	\$ 35,431.86	\$ 57,685.43	\$ 609,267.18
7/2/93	\$ 93,117.29	\$ 32,367.32	\$ 60,749.97	\$ 548,517.21
1/2/94	\$ 93,117.29	\$ 29,139.98	\$ 63,977.31	\$ 484,539.90
7/2/94	\$ 93,117.29	\$ 25,741.18	\$ 67,376.11	\$ 417,163.79
1/2/95	\$ 93,117.29	\$ 22,161.83	\$ 70,955.46	\$ 346,208.33
7/2/95	\$ 93,117.29	\$ 18,392.32	\$ 74,724.97	\$ 271,483.36
1/2/96	\$ 93,117.29	\$ 14,422.55	\$ 78,694.74	\$ 192,788.62
7/2/96	\$ 93,117.29	\$ 10,241.90	\$ 82,875.39	\$ 109,913.23
1/2/97	\$ 93,117.29	\$ 5,839.14	\$ 87,278.15	\$ 22,635.08
7/2/97	\$ 23,837.57	\$ 1,202.49	\$ 22,635.08	\$ 0.00
	\$ 1,699,958.65	\$ 699,958.65	\$1,000,000.00	

AVERAGE LIFE IS 6.59 YEARS

* Interest only shall be payable to the extent accrued on these dates.

SCHEDULE B

SCHEDULE OF CLOSINGS

<u>Estimated Closing Dates</u>	<u>Hulk Purchase Price</u>	<u>Reconstruction Cost</u>	<u>Estimated Purchase Price of Equipment</u>
March 27, 1986	\$ 595,000	\$ 1,965,000	\$ 2,560,000
June 27, 1986	595,000	1,965,000	2,560,000
September 29, 1986	595,000	1,990,000	2,585,000
December 29, 1986	<u>595,000</u>	<u>1,965,000</u>	<u>2,560,000</u>
	\$2,380,000	\$ 7,885,000	\$10,265,000

TABLE 1

<u>Casualty Payment Date</u>	<u>Percentage</u>
2 Jan 1987	92.3549
2 Jul 1987	92.1068
2 Jan 1988	90.1781
2 Jul 1988	89.3575
2 Jan 1989	88.7426
2 Jul 1989	87.5450
2 Jan 1990	86.5450
2 Jul 1990	84.9511
2 Jan 1991	83.5435
2 Jul 1991	81.5664
2 Jan 1992	79.6869
2 Jul 1992	77.3134
2 Jan 1993	73.6537
2 Jul 1993	69.8363
2 Jan 1994	65.8668
2 Jul 1994	61.7342
2 Jan 1995	57.4388
2 Jul 1995	52.9678
2 Jan 1996	48.3218
2 Jul 1996	43.4866
2 Jan 1997	38.4632
2 Jul 1997	33.2354
2 Jan 1998	27.5000

TABLE 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of any investment tax credit. Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence before the Fifth Anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Prior to First Anniversary of Delivery and Acceptance	16.6667%
On or after the First Anniversary but prior to the Second Anniversary of Delivery and Acceptance	12.1212%
On or after the Second Anniversary but prior to the Third Anniversary of Delivery	9.0909%
On or after the Third Anniversary but prior to the Fourth Anniversary of Delivery and Acceptance	6.0606%
On or after the Fourth Anniversary but prior to the Fifth Anniversary of Delivery and Acceptance	3.0303%